

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number

DHL Express 25-6918-9733

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. Mellon, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

THM

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
 - (b) return the shipments;
 - (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
 - (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
 - (e) release the shipments to a government authority in accordance with applicable laws; or
- store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name:

THOMAS MELLON, III

Title: Attorney

Company Name:

MELLON LAW FIRM

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanctions Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the German Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

5-24

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Iran's Ministry of Defense and Armed Forces Logistics
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Khomeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

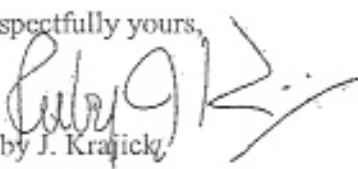
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
 - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
 - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
 - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
 - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Ruby J. Krafick
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED:

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Iran's Ministry of Defense and Armed Forces Logistics c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569189033, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCSP/RI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT

Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
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- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX	
DHL Online			
From: THOMAS EDWARD MELLON III ESQUIRE Thomas Mellon Phone: 215-310-0345 213 W COLBERT ST STE B DOYLESTOWN PA 18001 United States			
Origin: NOT			
To: Ministry of Defense & Armed Forces c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue TEHRAN Iran (Islamic Republic Of)		Contact: Minister Mohammad Javad 602166739191	
IR-THR-SVC			
SX	Day	Time	
Ref Code: Hogan	Date: 2018-05-23	Start Weight: 2.0 lb	Pages: 1/1
Contact: Legal Framework			
WAYBILL 25 6918 9033			
(2L)IR+42000064			
(JND01 4600 0055 9716 6186)			

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ihl.com

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6918-9033

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. Mellen, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
(b) return the shipments;
(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
(d) disclose information related to the shipment to a government authority in accordance with applicable laws;
(e) release the shipments to a government authority in accordance with applicable laws; or
store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name: Thomas E. Mellon, III

Title: Attorney

Company Name:

Mellon Law Firm

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the German Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Country: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/OFAC embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Iran's Ministry of Economic Affairs and Finance
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Khomeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

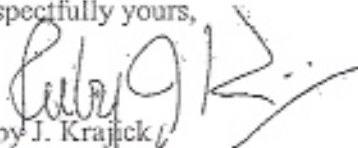
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
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 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Ruby J. Krajick
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED:

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Iran's Ministry of Economic Affairs and Finance c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569188532, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT

Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
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- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX	DHL
DHL Online From: THOMAS EDWARD MELLON III ESQUIRE Thomas Mellon Phone: 215-610-2345 212 W COURT ST STE B DOYLESTOWN PA 18041 United States			
To: Ministry of Econ. Affairs & Finance c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue TEHRAN Iran (Islamic Republic Of)			
Contact: Minister Mohammad Javad 931188731191			
IR-THR-SVC			
SX	Day	Final	
Ref: Case, Hogan	Date: 2018-05-23	Short Weight: 2.0 lb	Pieces: 1/1
Contents: Legal Paperwork			
WAYBILL 25 6918 8532			
(2L)IR+42000064			
(JJD01 4600 0055 9716 6131)			

(Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.)

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number

DHL Express 05-6918-8532

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between Thomas E. Mellor, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

Handwritten signature/initials

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
- (b) return the shipments;
- (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature:

Date: May 23, 2018

Print Name:

THOMAS E. Mellon, III

Title: ATTORNEY

Company Name:

Mellon Law Firm

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Items: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Country(s): Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Iran's Ministry of Commerce
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Kohmeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

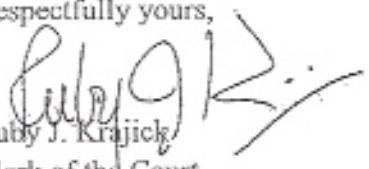
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
 - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
 - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
 - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
 - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Ruby J. Krajick
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC # _____
DATE FILED: _____

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Iran's Ministry of Commerce c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569187585, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT

Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX	
DHL 0-1-1			
From: THOMAS EDWARD NELLON II ESQUIRE THOMAS NELLON PHARM 215-810-2345 215 W. COLEMAN ST STE 6 DOX, EASTON, PA 18041 United States			
To: Iranian Ministry of Commerce c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue TEHRAN Iran (Islamic Republic Of)			
Contact: Minister Mohammad Javad 982168739-91			
SX		IR-THR-SVC	
Ref-Code: Hagan	Date: 2018-06-23	Ship Weight: 2.0 lb	Place: 1/1
Day		Time	
Coriant Legal Paperwork			
WAYBILL 25 6918 7585			
(2L)IR+42000064			
JND01 4600 0055 9716 6028			

dhl.com

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6918-7585

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. Mella, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

THM

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
 - (b) return the shipments;
 - (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
 - (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
 - (e) release the shipments to a government authority in accordance with applicable laws; or
- store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature:  Date: May 23, 2018

Print Name: THOMAS E. Mellon, III Title: ATTORNEY

Company Name: Mellon Law Firm

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EIU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EIU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR whose positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Country: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/US/EU embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria) (Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

T.M.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Iran's Ministry of Petroleum
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Khomeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

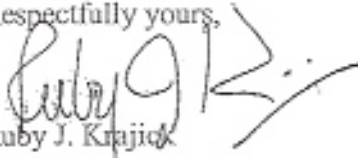
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
 - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
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 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Ruby J. Krajick
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKUSDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC # _____
DATE FILED: _____

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Iran's Ministry of Petroleum c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the _____

by _____, to the individual of the
 foreign state, pursuant to the provisions of FRCP 4(f)(2)(ii).

☒ One copy of the See attached Rider.

by DHL 2569187062, to the head of the ministry
 of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
 1608(a)(3).

☐ Two copies of the _____

by _____, to the Secretary of State,
 Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
 (CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
 20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____

by _____, to the head of the agency or
 instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
 Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
 Print Name: Jashira Carlo
 DEPUTY CLERK OF COURT

Attached Rider

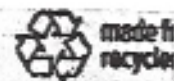
The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
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- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX	DHL
DHL Online			
From: THOMAS EDWARD MELLON III ESQUIRE Thomas Mellon House 315-510-2340 215 W COURT ST STE 6 DOYLESTOWN PA 19001 United States			
To: Iranian Ministry of Petroleum c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue TEHRAN Iran (Islamic Republic Of)		Contact: Mehdi Mohammadi Javad 982168759191	
SX		IR-THR-SVC	
Ref: Code: Reglas	Date: 2018-05-23	Shut Weight: 2.0 lb	Post: 1/1
Contact: Legal Paperwork			
WAYBILL 25 6918 7062 (2L) R+42000064			
(JJD01 4600 0055 9716 6970)			



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6A18-7062

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. MELLON III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

ATL

[Note: This letter is required for each individual shipment destined to Iraq, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

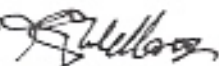
Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
 - (b) return the shipments;
 - (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
 - (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
 - (e) release the shipments to a government authority in accordance with applicable laws; or
- store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 
Print Name: THOMAS E. MELLON
Company Name: MELLON LAW FIRM

Date: MAY 23, 2018
Title: ATTORNEY

ANNEX A: DEFINITIONS

Desired Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Desired Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

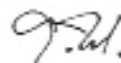
Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Country(s): Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/US embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Islamic Revolutionary Guard Corps
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Khomeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
 - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
 - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
 - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
 - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Ruby J. Krajcek
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED:

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Islamic Revolutionary Guard Corps c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569185463, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

**RUBY J. KRAJICK
CLERK OF COURT**

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT




Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX	DHL
DHL Order			
From: THOMAS EDWARD MELLON III ESQUIRE Thomas Mellon Farm, 215-510-2345 212 W. COURT ST. STE. 2 DOYLESTOWN, PA 19021 United States			
To: Islamic Revolutionary Guard Corps c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue TEHRAN Iran (Islamic Republic Of)			
Contact: Minister Mohammad Javad 982156739181			
IR-THR-SVC			
SX	Day	Time	
RefCode: nopl	Date: 2018-09-23	Start Weight: 2.0 lb	Place: 1/1
Content: Legal Paperwork			
 WAYBILL 25 6918 5453			
 (2L)IR42000064			
 (JND01 4600 0055 9716 5795)			

Df

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number

DHL Express/25-6918-5463

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between

THOMAS E. Mellow, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").


Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
(b) return the shipments;
(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
(d) disclose information related to the shipment to a government authority in accordance with applicable laws;
(e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature:  Date: May 23, 2018
Print Name: THOMAS E. MELLON, JR. Title: Attorney
Company Name: Mellon Law Firm

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Country: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Iran's Ministry of Information and Security
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Kohmeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
 - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
 - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
 - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
 - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,



Ruby J. Krajcek
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED:

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Iran's Ministry of Information and Security c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569184564, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT




Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.

dhl.com

EXPRESS WORLDWIDE		DOX	
OHL 0-678			
From: THOMAS EDWARD WELDON II ESQUIRE 212 W. COURT ST STE B DOYLESTOWN PA 19507		Orig: MDT	
To: Ministry of Information & Security c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue TEHRAN Iran (Islamic Republic of)		Contact: Mr. Mohammad Javad 922156732191	
IR-THR-SVC			
SX		Day	Time
Ref: Order: Hq/123	Date: 2013-05-23	Ship Weight: 2.0 lb	Pieces: 1/1
Contact: Legal Department			
WABILL 25 6918 4584			
(2L)IR*42000064			
			
JND01 4600 0055 9716 5701			



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/85-6918-4564

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. Mellon, III, ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

T.M.

(Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.)

- (a) Applicable Sanction(s), or
(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the shipments in accordance with applicable laws;
(b) return the shipments;
(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
(d) disclose information related to the shipment to a government authority in accordance with applicable laws;
(e) release the shipments to a government authority in accordance with applicable laws; or
store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name: THOMAS E. Mellon, II

Title: ATTORNEY

Company Name: Mellon Law Firm

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Items: Any item that is either positively included on any list of goods the import/export/travel of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

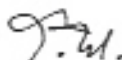
Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/US, embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Islamic Republic of Iran
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Khomeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

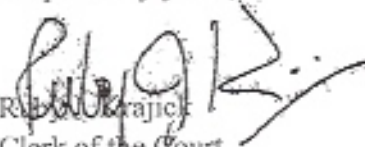
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
 - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
 - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
 - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
 - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
 - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
 - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Rebecca Trajic
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED:

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbq)

-V-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Islamic Republic of Iran c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Kohmeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569180261, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

05/25/2018

RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT




Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX		DHL	
From: THOMAS EDWARD MELLON II ESQUIRE 212 W. COURT ST STE B DOVLESTOWN, PA 19921 United States					
To: Islamic Republic of Iran Ministry of Foreign Affairs of Iran Iman Khomeini Avenue TEHRAN Iran (Islamic Republic of)					
Contact: Minister Mohammad Javad 982-66739191					
SX		IR-THR-SVC			
Ref/Code: Hogan		Date: 2016-05-23		Ship Weight: 2.0 lb	
Day		Time		Place: 1/1	
Contact: Legal Paperwork					
					
WAYBILL 25 6918 0261					
					
(2L)IR+42000064					
					
(JUD01 4600 0055 9716 5229)					

(Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.)

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express / 25-6918-0261

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between

THOMAS E. MELLON, JR. ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

J.M.

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
- (b) return the shipments;
- (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name:

THOMAS E. Mellon, III

Title:

Attorney

Company Name:

Mellon Law Firm

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Secondary Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to secondary sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Items: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

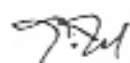
Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OFFICE OF THE CLERK
500 PEARL STREET
NEW YORK, NEW YORK 10007

Ruby J. Krajick
Clerk of Court

May 22, 2018

Hezbollah
c/o Mohammed Javad Zarif
Minister of Foreign Affairs
Of the Islamic Republic of Iran
Imam Khomeini Avenue
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
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- 2016 (*Hoglan* Docket No. 172);
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 - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
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 - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
 - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
 - (17) Right to Appeal Notice; and,
 - (18) Right to Appeal Form.

Respectfully yours,


Ruby J. Krajick
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC # _____
DATE FILED: _____

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:
Hezbollah c/o Mohammed Javad Zarif Minister of
Foreign Affairs of the Islamic Republic of Iran Imam Kohmeini Avenue, Tehran, Iran

☐ One copy of the _____
by _____, to the individual of the
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.
by DHL 2569195042, to the head of the ministry
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §
1608(a)(3).

☐ Two copies of the _____
by _____, to the Secretary of State,
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison
(CA/OCS/PRI), U.S. Department of State, SA-29, 4th Floor, 2201 C Street NW, Washington, DC
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the _____
by _____, to the head of the agency or
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK
CLERK OF COURT

Jashira Carlo
Print Name: Jashira Carlo
DEPUTY CLERK OF COURT




Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



EXPRESS WORLDWIDE		DOX	DHL
DHL Online			
From: THOMAS EDWARD MELLON II ESQUIRE Thomas Mellon Phone: 215-510-2345 212 W. COURT ST STE B COYLESTOWN PA 18031 United States			
Origin: MDT			
Contact: Minister Mohammad Javad 982165735187			
To: Hezbollah c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue -TEHRAN Iran (Islamic Republic Of)			
IR-THR-SVC			
SX			
Ref Code: Hogan	Date: 2018-05-23	Ship Weight: 2.0 lb	Plac: 1/1
Day	Time		
Content: Legal Paperwork			
			
WAYBILL 25 6919 5042			
			
(2L)IR42000064			
			
(J)JD01 4800 0055 9716 6854			

dhl.com

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6919-5042

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS MELLON, III, ESQ. ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").


Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
- (b) return the shipments;
- (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name: THOMAS E. MELLON, III

Title: A HORNEY

Company Name: MELLON LAW FIRM

ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

9.31.